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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 9

IN THE MATTER OF:

Alumax, Inc.;
General Electric Co.;
General Steel & Wire Co.;
Northrop Corporation;
NI Industries;
Rheem Manufacturing Co.;
McDonnell Douglas Corporation;
Quantum Chemical Corporation
(formerly known as National
Distillers & Chemical Corporation);
Quemetco, Inc.
Rockwell International Corporation;
Weyerhaeuser Company;
Rohr Industries;
Stauffer Chemical Company;
Montrose Chemical Corp. of California;
The Deutsch Company;
J.B. Stringfellow, Jr.; Stringfellow
Quarry Company; Stringfellow
Quarry Company, Inc.;

Docket No. 88-17

RESPONDENTS

Proceeding under Sections 106(a) and
122(a) of the Comprehensive Environ-
mental Response, Compensation, and
Liability Act of 1980, as amended
(42 U.S.C. §§ 9606(a) and 9622(a)).

ADMINISTRATIVE ORDER
ON CONSENT

Original
a.

I. AUTHORITY

A. This Administrative Order on Consent is entered into by the United States Environmental Protection Agency (EPA) and Alumax, Inc.; General Electric Co.; General Steel & Wire Co.; Northrop Corporation; McDonnell Douglas Corporation; Quantum Chemical Corporation (formerly known as National Distillers & Chemical Corporation); Quemetco, Inc.; Rockwell International Corporation; Rohr Industries; Montrose Chemical Corporation of California; Stauffer Chemical Company; NI Industries; Weyerhaeuser Company; The Deutsch Company; J.B. Stringfellow, Jr.; Stringfellow Quarry Company; Stringfellow Quarry Company, Inc.; and Rheem Manufacturing Co. (Respondents), pursuant to the authority vested in the President of the United States by Sections 106(a) and 122(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and delegated to the EPA Administrator and redelegated to Regional Administrators and the Director, Toxics & Waste Management Division, EPA, Region 9.

B. Respondents consent to and do not contest EPA jurisdiction regarding this, and only this, Administrative Order on Consent. Respondents maintain that this Administrative Order on Consent is entered into under a unique set of circumstances, and Respondents consent to entry of this Administrative Order on Consent in light of those unique circumstances. Nothing in this Administrative Order on Consent, or anything concerning Respondents' willingness to

enter into it, should be considered in any way as a precedent with respect to any other order, either administrative or judicial, or other proceeding.

II. DEFINITIONS AND STATEMENT OF PURPOSE

A. As used in this Administrative Order on Consent, the following terms have the following meanings:

1. "Signatories" means all those who sign below.
2. "Respondents" means those signatories who are also defendants in United States et al. v. J.B. Stringfellow et al., Case No. CV-83-2501 JMI (MCx) in the United States District Court for the Central District of California.
3. "EPA" means the United States Environmental Protection Agency.
4. "DOHS" means the Department of Health Services of the State of California.
5. "Intervenors" means those who have intervened in United States et al. v. J.B. Stringfellow et al., supra.
6. "On-site" means that portion of Pyrite Canyon which is north of Highway 60 near Glen Avon, California. "Off-site" means any other location. These terms have these meanings only for purposes of this Administrative Order on Consent and are not intended to constitute a determination as to what locations are and are

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not "on-site" for any other purpose, including but not limited to decisions pursuant to Section 121(e)(1) of CERCLA, 42 U.S.C. § 9621(e)(1).

7. "Work" is defined in Exhibit A to this Administrative Order on Consent.
8. "Water" means any water produced or handled in connection with the performance of the Work, extracted by the lower canyon extraction wells to be constructed as part of the Work, or produced or handled in connection with the Air Stripping Project.
9. "Air Stripping Project" is defined in Section IV of this Administrative Order on Consent.

B. This Administrative Order on Consent sets forth the terms pursuant to which Respondents have agreed to finance and contract to have the Work performed, and pursuant to which the Air Stripping Project may be implemented.

C. It is the purpose of the Signatories that:

1. the Work be done (a) in accordance with Exhibit A, and (b) within the time periods stated in Exhibit B, subject to the following terms; and
2. that Respondents may (but need not) implement the Air Stripping Project.

D. By consenting to this Administrative Order on Consent, Respondents do not admit any allegations of law or fact

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contained in this Administrative Order on Consent (other than those in Section I.B. above) or in any other document or context. Respondents do not waive their rights or defenses regarding such allegations of law or fact in any proceeding.

III. RESPONDENTS' UNDERTAKING

A. Respondents shall finance and contract to have the Work performed, and Respondents, and each of them, agree they will complete the Work even if the costs exceed present estimates.

B. The Work shall be performed (a) in accordance with Exhibit A, and (b) within the time periods stated in Exhibit B, subject to the terms contained in this Administrative Order on Consent.

C. Any Water is the property of the State of California and shall be handled and disposed of by DOHS. Respondents agree that Water extracted during well development and system shakedown or produced or handled in connection with the Air Stripping Project shall be delivered to the existing On-site pretreatment plant in such a way as not to interfere with routine operations of the pretreatment plant.

D. Any contaminated soil moved during the Work shall be the property of the State of California and shall be moved by Respondents to one or more locations On-site specified and provided by the State of California, graded and covered with clean fill. Respondents shall not be required either to dispose of any soil Off-site or to compensate the United States

or the State of California under this Administrative Order on Consent for placing the soil in one or more On-site locations specified and provided by the State.

E. Within thirty (30) days of the effective date of this Administrative Order on Consent, Respondents shall pay to EPA the sum of \$1,400,000 (one million four hundred thousand dollars). This payment shall be in partial reimbursement to EPA for the gunite channel Early Implementation Action ("EIA"), bids for which were solicited by the State of California on March 18, 1988. EPA covenants not to initiate any civil judicial or civil administrative actions against Respondents to recover such costs actually paid by Respondents. Payment shall be by check made payable to the "EPA-Hazardous Substances Superfund." The check shall specifically refer to the Stringfellow Superfund Site and be addressed to:

United States Environmental Protection Agency
Superfund Accounting
P.O. Box 371003M
Pittsburgh, Pennsylvania 15251

Respondents shall simultaneously send a copy of the check and the transmittal letter to the EPA Region 9 Project Coordinator.

F. EPA has appointed a Project Coordinator for the site who has the authority vested in the On-Scene Coordinator by 40 C.F.R. § 300 et seq., including such authority as may be added by amendments to 40 C.F.R. § 300, as well as the authority to ensure that this Administrative Order on Consent is implemented

in accordance with all applicable statutes and regulations. If the EPA On-Scene Coordinator and the EPA Project Coordinator are two different individuals, EPA will use its best efforts to coordinate any direction given to Respondents by the On-Scene Coordinator and the EPA Project Coordinator. The EPA Project Coordinator for the Stringfellow Site for the purpose of this Administrative Order on Consent is:

John Rendall
Superfund Programs Branch, T-4-1
United States Environmental Protection Agency
Region 9
215 Fremont Street
San Francisco, California 94105
(415) 974-7368

Within thirty (30) calendar days of the effective date of this Administrative Order on Consent, Respondents shall designate a Project Coordinator to monitor Respondents' progress, to coordinate communication between EPA and Respondents, and to oversee implementation of this Administrative Order on Consent. EPA and Respondents may change their respective Project Coordinators upon five (5) calendar days written notice.

G. Within fourteen (14) weeks of the effective date of this Administrative Order on Consent, Respondents shall also pay the sum of \$400,000 (four hundred thousand dollars) into an escrow account that can be drawn upon by Respondents for such other tasks beyond the scope of the Work as may be mutually agreed upon by Respondents, EPA and DOHS; provided, however, that any funds (plus interest) which remain in the escrow

account (i) at the conclusion of the Work as certified by EPA in accordance with Section XIII, or (ii) on December 1, 1989, whichever is earlier, shall be paid to the EPA Hazardous Substances Superfund at the address given in subsection E above in further partial reimbursement for the gunite channels EIA. Any fee charged by the escrow agent, up to \$1,000 (one thousand dollars), may be paid out of the principal plus interest in the escrow account; Respondents shall pay any such fee in excess of that amount. Any decision by EPA to withhold its agreement to permit escrowed funds to be used for specific tasks shall not be subject to judicial review.

IV. THE AIR STRIPPING PROJECT

Respondents may, but need not, construct an Air Stripping Project at a location agreed to by the State and EPA and operate it as a demonstration project for the treatment of lower canyon water, provided that such project be designed with multi-stage activated carbon treatment, strict monitoring between stages and automatic shut-down systems to ensure that, to the maximum extent feasible, there is no release of contaminants into the air. Construction and operation of the Air Stripping Project may begin only after Respondents obtain all necessary permits, and EPA, State and other necessary government approvals. EPA and the State shall consult with Intervenorors before approving any Air Stripping Project authorized pursuant to this Administrative Order on Consent. After air stripping, the Water shall, as EPA and the State may

direct, be treated in the existing pretreatment plant before disposal. Respondents shall bear all costs of design, construction, operation and maintenance of the Air Stripping Project and shall reimburse EPA for all incremental costs caused by the Air Stripping Project or its operation; provided, however, that Respondents shall deliver the Water to the pretreatment plant and, once delivered, shall not bear any additional costs under this Administrative Order on Consent for treating the Water after its treatment by air stripping.

V. SITE ACCESS

A. When this Administrative Order on Consent refers to access by Respondents, it includes those working for them in connection with the Work, or the Air Stripping Project, or both.

B. EPA and DOHS control access to the Stringfellow site and to improvements at the site. Respondents shall be granted reasonable access by EPA and DOHS to the site and existing pretreatment plant to perform the Work and implement the Air Stripping Project. Respondents shall also be allowed use of improvements at the site, including but not limited to the decontamination center, the site office building and the Stringfellow pretreatment plant.

C. Respondents shall execute and comply with the Site Access Agreement attached as Exhibit C, and may be required, at any time, to show proper identification prior to being given access to the site. Access may be denied to those individuals unable to provide identification.

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D. Access shall be subject to the provisions of the Stringfellow Pretreatment Plant Site Access and Security Plan and Safety, Health and Emergency Response Plan.

E. Respondents shall not harm property or interfere with operations of site improvements.

F. It is expressly understood that, as a precondition to Respondents' performance under this Administrative Order on Consent of portions of the Work for which access to property not controlled by EPA or the State is necessary, DOHS shall arrange for access to all land, including any privately owned or controlled land in or near Pyrite Canyon, that is necessary to the performance of those portions of the Work. Respondents will cooperate with EPA and DOHS to that end. DOHS will obtain access not only for the Respondents' performance of the Work and the Air Stripping Project, but also access for EPA, DOHS, Intervenor's representatives and their officers, employees, representatives, agents, contractors, subcontractors and other designated individuals for at least as long as the Work or the Air Stripping Project (whichever is longer) is being conducted. EPA and DOHS reserve the right to seek to recover from Respondents the costs of obtaining access.

VI. MODIFICATIONS TO EXHIBIT A OR TO THE AIR STRIPPING PROJECT

Changes to Exhibit A or to the Air Stripping Project not affecting the scope of the Work or the Air Stripping Project, respectively, may be made in the interest of cost economy or construction efficiency after consultation with

EPA's On-Scene Coordinator, who may direct that a proposed change not be made. The On-Scene Coordinator will be available to Respondents' contractor or project manager during all normal working hours for consultation regarding any such changes. Changes increasing either the cost or scope of the Work are beyond the scope of this Administrative Order on Consent (unless approved pursuant to Section III.G.) and Respondents are not obligated to finance or arrange for the performance of any such changes under this Administrative Order on Consent without their prior written consent; provided, however, that nothing in this Section shall affect the obligations imposed on Respondents in Section III.A.

VII. DELAYS AND EXTENSIONS OF TIME

A. Notification of Delay. If any event occurs which causes or may cause delays in the satisfaction of any obligation of Respondents set forth in this Administrative Order on Consent, Respondents shall notify EPA in writing postmarked within twenty-one (21) days after the event, of both the event and the nature of the delay, the anticipated length of the delay, the measures taken and to be taken by Respondents to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Respondents shall adopt all reasonable measures to avoid or minimize any such delay. Any failure of Respondents to comply with the notice provisions of this subsection shall constitute a waiver of any claim of

force majeure and a waiver of Respondents' right under this Section to request an extension of time for performance.

B. Force Majeure. If delay in compliance with this Administrative Order on Consent has been or will be caused by circumstances beyond the control of Respondents, the time for performance shall be extended for a period equal to the delay resulting from such circumstances.

1. Among the circumstances that Respondents may argue constitute a force majeure are, without limitation, acts of neglect of EPA or DOHS or any employee of either, or by any contractor employed by EPA or DOHS, changes in the Work, orders or directions of the On-Scene Coordinator, fire, unusual delay in transportation, theft, adverse weather conditions, earthquakes and unavoidable casualties.
2. Without limiting the foregoing, Respondents also reserve the right to argue that any time which elapses between the time Respondents apply for any necessary permit or other approval to do the Work and the time that permit or approval is granted on terms reasonably acceptable to Respondents (provided Respondents have included in any relevant permit application all information specified in the application form and responded timely to any follow-up request for

relevant and necessary information by the permitting agency) is beyond Respondents' control and, if it causes a delay in the progress of the Work, constitutes a force majeure.

3. Increased costs or expenses associated with the Work shall not constitute a force majeure.
4. EPA reserves its right to argue that any of the circumstances described in subsections (1) and (2), without limitation, do not constitute a force majeure.

C. Burden of Proof. The burden of proving that any delay is caused by circumstances beyond the control of Respondents, within the meaning of this Section of this Administrative Order on Consent, shall rest with Respondents.

VIII. STIPULATED PENALTIES

A. Except with respect to any extensions of time allowed by EPA in writing or excused by the provisions of Section VII above, if Respondents fail to complete a phase of Work by the deadline stated for that phase of Work on Exhibit B, or otherwise fail to meet the requirements of this Administrative Order on Consent, Respondents agree to pay the sum set forth below as a stipulated penalty. Respondents shall be jointly and severally responsible for payment of all penalties. These penalties shall accrue commencing upon the receipt by Respondents of a written notice from the Director, Toxics and Waste Management Division, U.S. EPA, Region 9, that the Work

was performed improperly, or upon Respondents' failure to meet the schedule specified in Exhibit B, or upon written notice that a violation of this Administrative Order on Consent has occurred.

B. The stipulated penalty shall be:

\$1,000 per day for each of the first 30 days;

\$3,000 per day for each day of delay from the 31st to 60th day of delay;

\$5,000 per day for each day of delay thereafter.

C. Stipulated penalties are to be paid on demand by the Director, Toxics and Waste Management Division, U.S. EPA, Region 9, by check made payable to the "EPA-Hazardous Substances Superfund," mailed to:

United States Environmental Protection Agency
Superfund Accounting
P.O. Box 371003M
Pittsburgh, Pennsylvania 15251

IX. AUTHORITY AND CONSISTENCY; PERMITS

A. In accordance with Section 122(a) of CERCLA, 42 U.S.C. § 9622(a), EPA and the State of California agree that the Work and, if Respondents comply with Section IV, the Air Stripping Project, are in the public interest and consistent with the National Contingency Plan and are specifically authorized by EPA.

B. EPA and the State of California represent that they have determined that the obligations and procedures authorized under this Administrative Order on Consent are consistent with

the authority of EPA and the State under applicable law to establish appropriate remedial measures for the Stringfellow site. EPA and DOHS agree to make their best efforts to cooperate with Respondents, consistent with all applicable laws and regulations and Section IV, to secure the issuance of any permits that may be necessary for the Work or for the Air Stripping Project. Nothing in the foregoing sentence or anywhere else in this Administrative Order on Consent shall be construed to be a determination that any permit is necessary.

X. RESERVATIONS

A. This Administrative Order on Consent shall not be construed as an acknowledgment by the Respondents that there is an imminent and substantial danger or threat of such danger to the public health or welfare or the environment. Neither entry into this Administrative Order on Consent nor the participation by any person or entity in the process leading to it shall be considered an admission of liability for any purpose, and the fact of such entry or participation shall not be admissible in any judicial, administrative or other proceeding. Neither the entry of this Administrative Order on Consent nor the performance of it, nor any determination or agreement made pursuant to it, shall be considered an admission of liability for any purpose. Nothing herein shall be construed as an admission by Respondents that any money spent by EPA or the State at the Stringfellow site has been spent consistently (or not inconsistently) with the National Contingency Plan (NCP).

except that Respondents agree not to argue that the costs reimbursed pursuant to Sections III.E. and III.G. were incurred inconsistently with the NCP. Respondents do not waive (and nothing in this Administrative Order on Consent should be construed as waiving) any defense or rights Respondents may have with respect to liability in law or equity, including without limitation, any actions concerning the site or any other property, which has been or may be brought by the United States or the State of California or any other person. Except as expressly provided herein, nothing in this Administrative Order on Consent is or shall be construed as a waiver of any claim which Respondents have or may have against the State of California, the United States, or both. Nothing herein is intended by any of the Signatories to create any private causes of action in favor of any person not a Respondent.

B. Respondents agree to perform the Work in accordance with this Administrative Order on Consent and make no other express warranties of any sort. Respondents do not agree to meet any performance standard, express or implied. Respondents' undertaking is solely to construct the improvements which comprise the Work.

C. Respondents specifically waive any right they may have, either individually or as a group, to seek reimbursement under any theory of law or equity, including Sections 106, 111, and 112 of CERCLA, 42 U.S.C. §§ 9606, 9611, and 9612, from the United States for any money expended by Respondents in carrying

out the Work specified in this Administrative Order on Consent, for the cash paid to EPA pursuant to Sections III.E. and III.G. of this Administrative Order on Consent, or for any stipulated penalties paid pursuant to Section VIII of this Administrative Order on Consent. Notwithstanding this Section X.C, Respondents reserve the right to seek recovery from the United States on account of acts or omissions of the United States Air Force or United States Navy.

D. EPA and DOHS agree that, to the extent incurred by Respondents and not recovered by Respondents from the State of California or the United States, the costs of (i) the Work and (ii) the Air Stripping Project are not United States or State of California response costs and neither EPA nor DOHS may seek to recover those costs.

E. EPA and DOHS reserve the right to take any enforcement action pursuant to CERCLA and/or any other legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages for any violation of law or this Administrative Order on Consent. EPA reserves its response authority under 42 U.S.C. § 9604, including its right to take over and complete the Work in the event that Respondents fail to perform the Work to the satisfaction of EPA and in accordance with the terms of this Administrative Order on Consent, including schedules. EPA and DOHS also expressly reserve all rights and defenses that they may have, including the right to disapprove of Work performed by Respondents.

XI. OTHER CLAIMS

Nothing in this Administrative Order on Consent shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation not a Signatory, for any liability they may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any hazardous substances, hazardous wastes, pollutants or contaminants found at, taken to or taken from the site.

XII. PARTIES BOUND

A. This Administrative Order on Consent shall apply to and be binding upon Respondents, EPA, DOHS, Intervenor, their successors and assigns and upon all persons acting under or for either Respondents, EPA, DOHS, Intervenor, or all of them.

B. No change in ownership, corporate or partnership status of any Respondent shall in any way alter the status of any Respondent under this Administrative Order on Consent or in any way alter any Respondent's responsibility under this Administrative Order on Consent. Respondents are responsible, and shall remain responsible, for carrying out all activities required of them under this Administrative Order on Consent.

C. Respondents shall provide a copy of this Administrative Order on Consent to all contractors, subcontractors, laboratories and consultants retained to conduct any portion of the Work within fourteen (14) calendar

days of the effective date of this Administrative Order on Consent or date of such retention, whichever is later.

XIII. TERMINATION AND SATISFACTION

The provisions of this Administrative Order on Consent shall be deemed satisfied and shall be terminated upon receipt by Respondents of written notice from EPA that Respondents have complied with the terms of this Administrative Order on Consent and have completed the Work set out in Exhibit A. EPA agrees that it will not unreasonably withhold such notice. Unless terminated earlier, this Administrative Order on Consent will terminate at the end of three (3) years after the date scheduled in Exhibit B for completion of the Work.

XIV. EFFECTIVE DATE

The effective date of this Administrative Order on Consent is the date on which it is executed by EPA.

XV. AMENDMENT

This Administrative Order on Consent may be amended by agreement of EPA and Respondents; provided, however, that no obligations, rights or duties of the State of California may be modified by amendment without the State's written consent. Any such amendment shall be in writing and shall specify an effective date.

XVI. COUNTERPARTS

This Administrative Order on Consent may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but

such counterparts shall together constitute one and the same document.

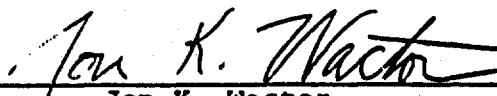
IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 9

Dated: 5-27-88


Jeff Zeliksen, Director
Toxics & Waste Management Division

Dated: 5/27/88


Jon K. Wactor
Assistant Regional Counsel
United States Environmental
Protection Agency, Region 9

The Department of Health Services
agrees to the terms of this
Administrative Order on Consent:

Dated: _____

Alex Cunningham
Chief Deputy Director
Department of Health Services

Dated: _____

Center for Law in the
Public Interest
Attorneys for Intervenors

such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 9

Dated: _____

Jeff Zeliksen, Director
Toxics & Waste Management Division

Dated: _____

Jon K. Wactor
Assistant Regional Counsel
United States Environmental
Protection Agency, Region 9

The Department of Health Services
agrees to the terms of this
Administrative Order on Consent:

Dated: 31 May 88

Alex R. Cunningham
Alex Cunningham
Chief Deputy Director
Department of Health Services

Dated: _____

Center for Law in the
Public Interest
Attorneys for Intervenors

Dated: _____

Alumax, Inc.

Dated: _____

General Electric Co.

such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 9

Dated: _____

Jeff Zeliksen, Director
Toxics & Waste Management Division

Dated: _____

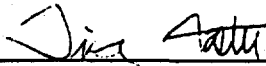
Jon K. Wactor
Assistant Regional Counsel
United States Environmental
Protection Agency, Region 9

The Department of Health Services
agrees to the terms of this
Administrative Order on Consent:

Dated: _____

Alex Cunningham
Chief Deputy Director
Department of Health Services

Dated: 2/27/88



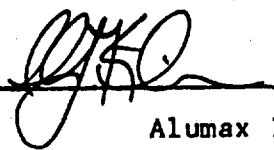
Center for Law in the
Public Interest
Attorneys for Intervenors

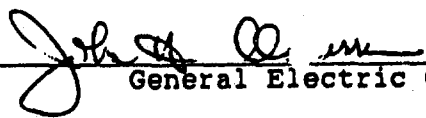
Dated: _____

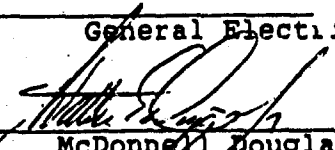
Alumax, Inc.

Dated: _____

General Electric Co.

Dated: <u>May 26, 1982</u>	<u> Vice President</u> Alumax Inc.
Dated: _____	_____ General Electric Co.
Dated: _____	_____ McDonnell Douglas Corp.
Dated: _____	_____ National Distillers & Chemical Corp.
Dated: _____	_____ NI Industries
Dated: _____	_____ Northrop Corporation
Dated: _____	_____ Rockwell International Corp.
Dated: _____	_____ Rheem Manufacturing Co.
Dated: _____	_____ Weyerhaeuser Co.
Dated: _____	_____ Rohr Industries, Inc.
Dated: _____	_____ Stauffer Chemical Co.
Dated: _____	_____ Montrose Chemical Corp.

Dated:	_____	Alumax, Inc.
Dated:	5/25/88	 General Electric Co.
Dated:	_____	McDonnell Douglas Corp.
Dated:	_____	National Distillers & Chemical Corp.
Dated:	_____	NI Industries
Dated:	_____	Northrop Corporation
Dated:	_____	Rockwell International Corp.
Dated:	_____	Rheem Manufacturing Co.
Dated:	_____	Weyerhaeuser Co.
Dated:	_____	Rohr Industries, Inc.
Dated:	_____	Stauffer Chemical Co.
Dated:	_____	Montrose Chemical Corp.

Dated:	_____	_____	Alumax, Inc.
Dated:	_____	_____	General Electric Co.
Dated:	May 25, 1988		McDonnell Douglas Corp. Walter E. Diggs, Jr. Secretary
Dated:	_____	_____	National Distillers & Chemical Corp.
Dated:	_____	_____	NI Industries
Dated:	_____	_____	Northrop Corporation
Dated:	_____	_____	Rockwell International Corp.
Dated:	_____	_____	Rheem Manufacturing Co.
Dated:	_____	_____	Weyerhaeuser Co.
Dated:	_____	_____	Rohr Industries, Inc.
Dated:	_____	_____	Stauffer Chemical Co.
Dated:	_____	_____	Montrose Chemical Corp.

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Dated: _____ Alumax, Inc.

Dated: _____ General Electric Co.

Dated: _____ McDonnell Douglas Corp.

Dated: _____ National Distillers & Chemical Corp.

Dated: May 24, 1988 David L. Hirsch Vice Pres.
NI Industries

Dated: _____ Northrop Corporation

Dated: _____ Rockwell International Corp.

Dated: _____ Rheem Manufacturing Co.

Dated: _____ Weyerhaeuser Co.


Dated: _____ Rohr Industries, Inc.

Dated: _____ Stauffer Chemical Co.


Dated: _____ Montrose Chemical Corp.

Dated: _____	_____
	Alumax, Inc.
Dated: _____	_____
	General Electric Co.
Dated: _____	_____
	McDonnell Douglas Corp.
Dated: _____	_____
	National Distillers & Chemical Corp.
Dated: _____	_____
	NI Industries
Dated: <u>5/24/88</u>	<u>Harry F. Smith</u>
	Northrop Corporation
Dated: _____	_____
	Rockwell International Corp.
Dated: _____	_____
	Rheem Manufacturing Co.
Dated: _____	_____
	Weyerhaeuser Co.
Dated: _____	_____
	Rohr Industries, Inc.
Dated: _____	_____
	Stauffer Chemical Co.
Dated: _____	_____
	Montrose Chemical Corp.

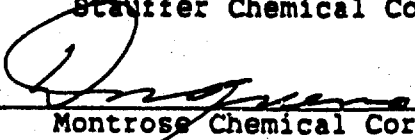
Dated: _____	Alumax, Inc.
Dated: _____	General Electric Co.
Dated: _____	McDonnell Douglas Corp.
Dated: _____	National Distillers & Chemical Corp.
Dated: _____	NI Industries
Dated: _____	Northrop Corporation
Dated: <u>May 26, 1988</u>	<u>John R. Ash</u> Rockwell International Corp.
Dated: _____	Rheem Manufacturing Co.
Dated: _____	Weyerhaeuser Co.
Dated: _____	Rohr Industries, Inc.
Dated: _____	Stauffer Chemical Co.
Dated: _____	Montrose Chemical Corp.

Dated:	_____	_____	Alumax, Inc.
Dated:	_____	_____	General Electric Co.
Dated:	_____	_____	McDonnell Douglas Corp.
Dated:	_____	_____	National Distillers & Chemical Corp.
Dated:	_____	_____	NI Industries
Dated:	_____	_____	Northrop Corporation
Dated:	_____	_____	Rockwell International Corp.
Dated:	5/24/88		Rhem Manufacturing Co.
Dated:	_____	_____	Weyerhaeuser Co.
Dated:	_____	_____	Rohr Industries, Inc.
Dated:	_____	_____	Stauffer Chemical Co.
Dated:	_____	_____	Montrose Chemical Corp.

Dated: _____	Alumax, Inc.
Dated: _____	General Electric Co.
Dated: _____	McDonnell Douglas Corp.
Dated: _____	National Distillers & Chemical Corp.
Dated: _____	NI Industries
Dated: _____	Northrop Corporation
Dated: _____	Rockwell International Corp.
Dated: _____	Rheem Manufacturing Co.
Dated: _____	<i>Robert C. Lane</i> Weyerhaeuser Co.
Dated: _____	Rohr Industries, Inc.
Dated: _____	Stauffer Chemical Co.
Dated: _____	Montrose Chemical Corp.

Dated: _____	_____	Alumax, Inc.
Dated: _____	_____	General Electric Co.
Dated: _____	_____	McDonnell Douglas Corp.
Dated: _____	_____	National Distillers & Chemical Corp.
Dated: _____	_____	NI Industries
Dated: _____	_____	Northrop Corporation
Dated: _____	_____	Rockwell International Corp.
Dated: _____	_____	Rheem Manufacturing Co.
Dated: _____	_____	Weyerhaeuser Co.
Dated: _____	_____	 Rohr Industries, Inc.
Dated: _____	_____	Stauffer Chemical Co.
Dated: _____	_____	Montrose Chemical Corp.

Dated:	_____	_____	Alumax, Inc.
Dated:	_____	_____	General Electric Co.
Dated:	_____	_____	McDonnell Douglas Corp.
Dated:	_____	_____	National Distillers & Chemical Corp.
Dated:	_____	_____	NI Industries
Dated:	_____	_____	Northrop Corporation
Dated:	_____	_____	Rockwell International Corp.
Dated:	_____	_____	Rheem Manufacturing Co.
Dated:	_____	_____	Weyerhaeuser Co.
Dated:	_____	_____	Rohr Industries, Inc.
Dated:	<u>5/24/88</u>	<u>Joseph D. Lonardo</u>	Stauffer Chemical Co.
Dated:	_____	_____	Montrose Chemical Corp.

Dated:	_____	_____	Alumax, Inc.
Dated:	_____	_____	General Electric Co.
Dated:	_____	_____	McDonnell Douglas Corp.
Dated:	_____	_____	National Distillers & Chemical Corp.
Dated:	_____	_____	NI Industries
Dated:	_____	_____	Northrop Corporation
Dated:	_____	_____	Rockwell International Corp.
Dated:	_____	_____	Rheem Manufacturing Co.
Dated:	_____	_____	Weyerhaeuser Co.
Dated:	_____	_____	Rohr Industries, Inc.
Dated:	_____	_____	Stauffer Chemical Co.
Dated:	<u>May 27, 1988</u>		Montrose Chemical Corp.

Dated: 5/27/88

Michael A. Kahn

The Deutsch Company

Dated: _____

J.B. Stringfellow, Jr., Stringfellow
Quarry Co., Stringfellow Quarry Co.,
Inc.

Dated: _____

The Deutsch Company

Dated: May 24, 1900

Cliff B. Stringfellow
J.B. Stringfellow, Jr., Stringfellow
Quarry Co., Stringfellow Quarry Co.,
Inc.

STELL, LEVINE & BOOKMAN
Professional Corporations
By Maira Barnette

Dated: May 26, 1988

Maira Barnette
For General Steel & Wire Co.

Dated: _____

Quemetco, Inc.

Dated: _____

Dated: MAY 26, 1988

General Steel & Wire Co.

Kenn K. Canaba
Quemetco, Inc.

EXHIBIT A

The Work consists of construction of the improvements shown on the following drawings (even though stamped "not for construction") and the specifications which pertain to them, all dated April 29, 1988, by Tetra Tech, Inc., for the State of California Department of Health Services' "Lower Canyon Extraction Well System and Pyrite Channel Reconstruction" project for the Stringfellow Hazardous Waste Disposal Site near Glen Avon, California. Those specifications and the drawings (listed below) are hereby incorporated by reference into this Administrative Order on Consent as if they had been reproduced on these pages of Exhibit A.

<u>Drawing Number</u>	<u>Title</u>
G-1	Title Sheet
W-1	Lower Canyon 6" Monitoring & Extraction Wells and 2" Observation Wells
W-2	Lower Canyon 4" Monitoring Wells
C-1	General Site Plan
C-2	Lower Canyon Site Plan
C-3	Pretreatment Plant Site Plan
C-4	Stream "C" Force Main Plan and Profile Station 0+00 to 14+20
C-5	Stream "C" Force Main Plan and Profile Station 14+20 to 27+76
C-6	Site Details & Sections
C-9	Plan & Profile Sta. 1+00 to Sta. 14+00
C-10	Plan & Profile Sta. 14+00 to Sta. 24+00
C-11	Plan & Profile Sta. 24+00 to Sta. 28+99.62
C-12	Plan & Profile Pyrite Street Crossing
C-13	Sections & Details
C-14	Typical Sections
C-15	Inlets & Misc. Details

EXHIBIT A (second page)

<u>Drawing Number</u>	<u>Title</u>
P-1	Process Flow Diagram Stream "C"
M-1	Lower Canyon Equipment & Piping Plan
M-2	Lower Canyon Equipment & Piping Sections & Details
M-3	PTP Effluent Containment Equipment & Piping Plan
M-4	PTP Effluent Containment Equipment & Piping Plan Sections & Details
M-5	Lower Canyon and PTP Effluent Containment Sections & Details
M-6	PTP Process Containment Equipment & Piping Modifications for Stream "C"
S-1	Lower Canyon - Plan & Notes
S-2	Lower Canyon - Sections & Details
S-3	Lower Canyon - Sections & Details
S-4	Lower Canyon Post Tensioning, Plan & Details
S-5	Pretreatment Plant Plan & Notes
S-6	Pretreatment Plant Sections & Details
S-7	Pretreatment Plant Sections & Details
S-8	Pretreatment Plant Post Tensioning Plan & Details
S-9	PTP Pipe Trench Plans, Sections & Details
S-11	Bridge 1 Plan and Elevation
S-12	Bridges 2 and 3 Plan and Elevation
S-13	Bridge Sections & Details Sheet #1
S-14	Bridge Sections & Details Sheet #2
S-15	Drop Structure
S-16	Caltran Drop Box Modifications & Transition
S-17	Caltran Drop Box Details
S-18	Gunite Paving & Misc. Details

EXHIBIT A (third page)

<u>Drawing Number</u>	<u>Title</u>
- E-1	Symbols & Abbreviations
E-2	Electrical Site Plan
E-3	Lower Canyon Power & Control Plan
E-4	PTP Effluent Containment Power & Control Plan
E-5	PTP Process Containment Power & Control Plan
E-6	Lower Canyon Electrical Site Plan
E-7	PTP Effluent Containment Electrical Site Plan
E-8	Lower Canyon Single Line Diagram & Elevations
E-9	Lower Canyon Extraction Wells Electrical Diagrams
E-10	Lower Canyon & Pretreatment Plant Pump Control Diagrams
E-11	Lower Canyon & Pretreatment Plant Alarm Diagram
E-12	Lower Canyon & PTP Lighting Control Diagrams & Schedules
E-13	Lower Canyon & Pretreatment Plant Miscellaneous Details
E-14	Electrical Conduit & Cable Schedule
C-7	Lower Canyon, Maintenance of Traffic
C-16	Channel Reconstruction, Pipe Crossings
C-17	Channel Reconstruction, Details
S-19	Channel Reconstruction, Details

EXHIBIT B

1. A contract for the performance of the Work shall be executed by Respondents and their contractor within five (5) weeks of the effective date of this Administrative Order on Consent.
2. On-site construction of the Work shall commence not later than fourteen (14) weeks from (i) the effective date of this Administrative Order on Consent or (ii) the provision of access to the site for construction in accordance with the terms of Section V of this Administrative Order on Consent, whichever is later.
3. Construction shall be completed within twelve (12) months of commencement of construction. It is understood and agreed that the Work will be completed with the "Mechanical Completion" of the system being installed, which does not include the shakedown period, as further explained in paragraph 4 below.

EXHIBIT B (second page)

4. The Work will be considered completed when all work has been accomplished in accordance with the drawings and specifications incorporated by reference in Exhibit A, including all approved change orders, hereinafter referred to as "Mechanical Completion." Thus, upon Mechanical Completion the following will have occurred:

- (a) Earthwork and concrete to the specified lines and grades.
- (b) Mechanical equipment alignment, coupling "runout," and rational tests.
- (c) Hydrostatic testing of tanks and piping systems to specified pressures.
- (d) Testing of electrical system continuity and insulation.
- (e) Quality assurance documentation that verifies the components of the system and each system itself have been constructed, tested and accepted.

Mechanical Completion does not include the follow-on activity called "Pre-Commissioning." This activity is a check of all systems to assure that they perform in accordance with the design requirements. This activity is normally conducted by the Operating Contractor in conjunction with the Construction Contractor.

EXHIBIT B (third page)

"Pre-Commissioning," which occurs after Mechanical Completion, includes:

- (a) Run-in of electrical motors and vibration checks.
- (b) Circulation of fluid water through the tanks and piping system.
- (c) Checking the control systems for proper function under operating conditions.
- (d) Checking the pump systems for proper throughput and capacities.
- (e) Formal turnover of the care, custody and control of the facility systems and quality assurance documentation.

EXHIBIT C

AUTHORIZATION FOR ACCESS

This Authorization for Access is granted by the Department of Health Services of the State of California on behalf of the State of California (hereinafter referred to as "GRANTOR") to the Respondents in the Administrative Order on Consent which is Docket No. 88-17 in Region 9 of the United States Environmental Protection Agency (hereinafter referred to as the "Administrative Order on Consent"), their contractors and subcontractors and their authorized representatives, contractors, subcontractors and consultants (hereinafter referred to as "GRANTEES").

WHEREAS, GRANTEE seeks access to GRANTOR's property for the purpose of performing the Work and constructing the Air Stripping Project, the components of which are set forth in Exhibit A and Section IV, respectively, of the Administrative Order on Consent;

NOW, THEREFORE, GRANTOR grants to GRANTEES permission to perform the Work, described in Exhibit A to the Administrative Order on Consent, and conduct the Air Stripping Project, described in Section IV of the Administrative Order on Consent, upon GRANTOR's property, including the original Stringfellow disposal site, the pretreatment plant property and the parcel to be used for installation of the lower canyon extraction wells, hereinafter collectively referred to as "PROPERTY," within Section 1, Township 2 South, Range 6 West, San Bernardino Meridian, in the County of Riverside, State of California, upon the following conditions:

(A) Persons entitled to access to the PROPERTY by this Authorization for Access shall include said Respondents, contractors and subcontractors and their authorized representatives, consultants, contractors and subcontractors of any tier. GRANTEES will notify GRANTOR of the name and affiliation of each person seeking access to the PROPERTY under this Authorization for Access within a minimum of two days prior to such access.

(B) Persons entering the PROPERTY pursuant to this Authorization for Access may be asked by GRANTOR, or its officers, agents, employees, contractors or subcontractors, or by the United States Environmental Protection Agency, or its officers, agents, employees, contractors or subcontractors, to produce appropriate

EXHIBIT C (second page)

identification. Any person seeking access to the PROPERTY without such identification may be denied access.

(C) GRANTEES and their authorized representatives, consultants, contractors and subcontractors shall use the PROPERTY in such a manner so as not to interfere with or cause harm to the PROPERTY, its operations or any other lawful activity being undertaken by any other person on the PROPERTY.

(D) The extent, if any, to which (i) GRANTOR's authorization to GRANTEES or (ii) GRANTEES' acceptance of GRANTOR's authorization for access to the PROPERTY shall be construed as a release of any claims, causes of action or demands in law or equity, is governed by the Administrative Order on Consent, and nothing in this Authorization for Access shall be construed as having any bearing on that matter.

(E) By accepting this Authorization for Access, GRANTEES agree, subject to the limitation in Paragraph F below, to indemnify GRANTOR for any damages which they cause for injury to persons or property which occurs during the performance of the specified activities by GRANTEES, or by their consultants, contractors or subcontractors; provided, however, that GRANTEES shall not be liable so to indemnify GRANTOR for any such damages which occur as a result of GRANTEES' non-negligent construction of the Work in accordance with Exhibit A to the Administrative Order on Consent, including any modifications to the Work made pursuant to Section VI of the Administrative Order on Consent. It is understood that GRANTEES' construction of the Work in accordance with Exhibit A to the Administrative Order on Consent, including any modifications to the Work made pursuant to Section VI of the Administrative Order on Consent, shall not, in and of itself, be deemed negligent.

(F) GRANTEES shall also indemnify GRANTOR for any other damages to persons or property, including, without limitation, the costs of additional remedial action at the PROPERTY, specifically resulting from any negligent act or omission by the GRANTEES, or by their consultants, contractors or subcontractors, in performing the specified activities, but only to the

ORIGINAL

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 9

IN THE MATTER OF:

Alumax, Inc.;
General Electric Co.;
General Steel & Wire Co.;
Northrop Corporation;
NI Industries;
Rheem Manufacturing Co.;
McDonnell Douglas Corporation;
Quantum Chemical Corporation
(formerly known as National
Distillers & Chemical Corporation);
Quemetco, Inc.
Rockwell International Corporation;
Weyerhaeuser Company;
Rohr Industries;
Stauffer Chemical Company;
Montrose Chemical Corp. of California;
The Deutsch Company;
J.B. Stringfellow, Jr.; Stringfellow
Quarry Company; Stringfellow
Quarry Company, Inc.;

Docket No. 88-17

RESPONDENTS

Proceeding under Sections 106(a) and
122(a) of the Comprehensive Environ-
mental Response, Compensation, and
Liability Act of 1980, as amended
(42 U.S.C. §§ 9606(a) and 9622(a)).

FIRST AMENDMENT TO
ADMINISTRATIVE ORDER
ON CONSENT

Pursuant to Section XV of the Administrative Order on Consent entered in Docket 88-17, EPA and Respondents make the following amendment to that Administrative Order on Consent:

Amendment

The first line of Section III.E., which now reads "E. Within thirty (30) days of the effective date of this" is hereby amended to read: "E. Within sixty (60) days of the effective date of this".

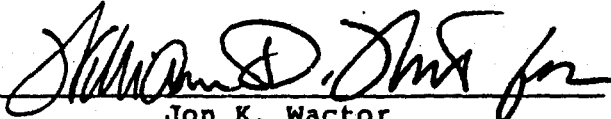
Effective Date

The effective date of this amendment is the date of its signature by EPA.

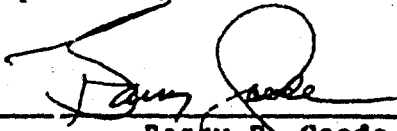
IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 9

Dated: 6.24.88 
Jeff Zeliksen, Director
Toxics & Waste Management Division

Dated: 6.24.88 
Jon K. Wactor
Assistant Regional Counsel
United States Environmental
Protection Agency, Region 9

Respondents,

Dated: June 24, 1988 
Barry P. Goode
On behalf of Respondents to the
Administrative Order on Consent in
Docket 88-17